RESOLUTION N	Number	2022-05-10-A
	e compensat Jovember 202	ION OF COUNTY OFFICERS TO BE ELECTED 22.
ОГ ТНЕ СО	OUNTY OF FAY	e County Board yette, Illinois y of May, 2022



Local Public Agency

Local Public Agency Agreement for Federal Participation

County



Section Number

LOCAL PUBLIC AGENCY

Fayette County			Fay	ette		19-0713	2-00-BR		
Fund Type	ITEP, SRTS, HSI	P Number(s)		MPO Name	M	PO TIP Nu	mber		
STP-Br,TBP	N/A		N/A	N/	N/A				
Construction on State Letting Const	ruction Local Lettin	g 🔲 Day Lai	oor 🗌 Loc	al Administered E	Engin	eering [Right-of-Way		
Construction	Engineering			Right of Way					
Job Number Project Number	Job Number	Project Number	er	Job Number	_P	roject Num	ber		
C-97-045-22 8GM5(575)									
This Agreement is made and entered into bet Illinois, acting by and through its Department improve the designated location as described behalf of the LPA and approved by the STAT Highway Administration, hereinafter referred to	of Transportation, I below. The improve using the STATE to as "FHWA".	hereinafter refe vement shall be E's policies and	rred to as "S consulted in	STATE". The STA n accordance with	TE a	and LPA jo	intly propose to		
	L	OCATION			,	N4-411			
Local Street/Road Name	Key Route		Length		Fron	Stationing	То		
	TR 0571B		0.01 mile		06.4		06.48		
Location Termini					00.		00.10		
6 miles West of Farina at Tributary to	North Fork								
Current Jurisdiction			Existing	Structure Number	er(s)		Add Location		
Lone Grove Road District		026-325					Remove		
	PROJEC	T DESCRIPT	ION	<i>y</i> .			(A) (四) 1. 16 (1997) [1994] (1994) [1994] (1994) [1994] [1994] (1994) [1994] [1994] (1994) [1994] [1994] [1994]		
This section involves the removal of the beam bridge on pile bent abutments. 52'-2 1/2" to back of abutments.									
LOCAL PUBLIC AGENC	Y APPROPRIAT	ION - REQUI	RED FOR	STATE LET CO	ITNC	RACTS			
By execution of this Agreement the LPA attest fund the LPA share of project costs. A copy of							ordinance to		
METHOD	OF FINANCING	- (State-Let	Contract V	Vork Only)					
Check One	0 !		,						
METHOD A - Lump Sum (80% of LPA Obl		amant tha I Di		OTATE		00)			
Lump Sum Payment - Upon award of the conti billing, in lump sum, an amount equal to 80% of STATE the remainder of the LPA's obligation in a lump sum, upon completion of the project	of the LPA's estima (including any non	ted obligation i	ncurred und	er this agreement	t. The	e LPA will	pay to the		
METHOD B Monthly Payme	ents of		due by the	of	eacl	h successi	ve month.		
Monthly Payments - Upon award of the contrar an estimated period of months, or until 80% of LPA will pay to the STATE the remainder of the the project based upon final costs.	the LPA's estimate	ed obligation u	nder the pro-	visions of the agre	eeme	ent has bee	en paid. The		
METHOD C - LPA's Share _\$65,000.	00	divided by	estimated to	otal cost multiplied	d by a	actual prog	ress payment.		
Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation									

incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

- 1. To acquire in its name, or in the name of the STATE if on the STATE highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, the STATE, and the FHWA if required.
- 2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
- 3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- 4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
- 5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the STATE and the FHWA.
- 6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- 7. To maintain for a minimum of 3 years after final project close out by the STATE, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE. The LPA agrees to cooperate fully with any audit conducted by the Auditor General, the STATE, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the STATE for recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- 8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- 9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- 10. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
- 11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following FHWA authorization, the LPA will repay the STATE any Federal funds received under the terms of this agreement.
- 12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following **FHWA** authorization using right-of-way acquired this agreement, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this agreement.
- 13. (Railroad Related Work) The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/ railroad agreement prior to requesting reimbursement from the STATE. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
- 14. Certifies to the best of its knowledge and belief that it's officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antirust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
- 15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- 16. (STATE Contracts). That execution of this agreement constitutes the LPA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- 17. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the LPA's certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
- 18. To regulate parking and traffic in accordance with the approved project report.
- 19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 20. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
- 21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
- 22. (Reimbursement Requests) For reimbursement requests the LPA will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
- 23. (Final Invoice) The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.
- 24. (Project Closeout) The LPA shall provide the final report to the appropriate STATE district office within twelve (12) months of the physical completion date of the project so that the report my be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- 25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
- 26. (Single Audit Requirements) That if the LPA expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. LPA's expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- 27. That the LPA is required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: https://www.sam.gov/SAM/
- 28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx)

THE STATE AGREES:

- To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Title II and III Requirements.
- (State Contracts) To receive bids for construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
- 3. (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.

- 4. (Local Contracts) For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or construction work:
 - a. To reimburse the LPA for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the LPA;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- 2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
- 3. This agreement shall be binding upon the parties, their successors and assigns.
- 4. For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT assisted contracts. The LPA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT approved LPA DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the STATE'S USDOT approved Disadvantaged Business Enterprise Program.
- 5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

ADDENDA

Ad	Additional information and/or stipulations are hereby attached and identified below as being a part of this agreemen	nt.
	1. Location Map	
	2. Division of Cost	
-	3. LPA Appropriation Resolution	
	4. Jurisdictional Transfer	
Ac	Add Row	

The LPA further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency	
Name of Official (Print or Type Name)	
Mrs. Jenny Austin Waggoner	
Title of Official	
Fayette County Board Chairperson	
Signature	Date
Lucary (Austin) Waysoner	5/10/22
The above signature certifies the agency's Tin number is	
376000800 conducting business as a Governmental Entity.	
Duns Number <u>077112142</u>	
APPROVED State of Illinois Department of Transportation	
Omer Osman, P.E., Secretary of Transportation	Date
By: George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets	Date
Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer	Date
Yangsu Kim, Chief Counsel	Date
Joanne Woodworth, Acting Chief Fiscal Officer	Date

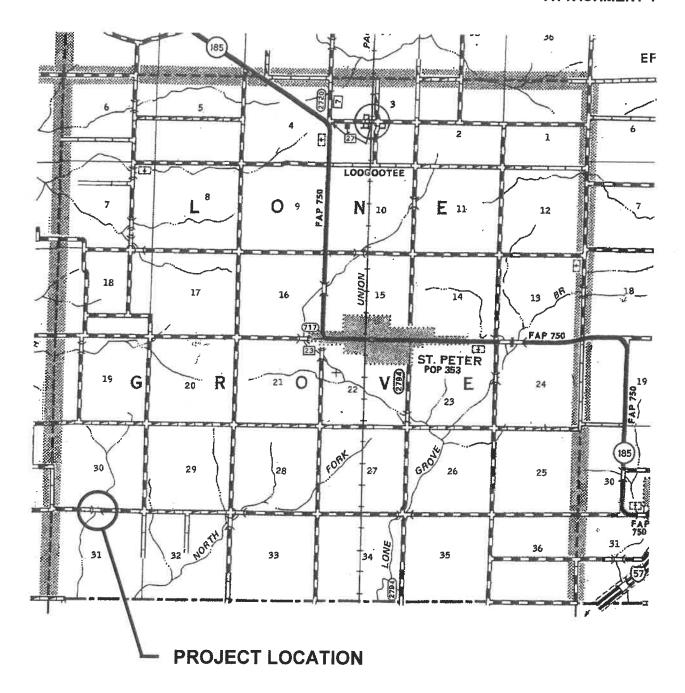
NOTE: if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

ADDENDA NUMBER 2

Section Number	19-07132-00-BR				Local Public Agency	De Amount % Totals	942 000 000	#13,000.00 4% \$325,000.00							
		Right of Wa				Fund Type	-								
County	Fayette	Project Number		DIVISION OF COST	State Funds	Amount %	00 00								
				DIVISION		% Fund Type	80% TBP								
		Engineering Job Number			Federal Funds	Amount	\$260,000.00								
		Project Number	8GM5(575)		Fe	Fund Type	STP-Br								ļ.
Local Fublic Agency	Fayette County	Construction Job Number	C-97-045-22			Type of Work	Participating Construction								

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.



LOCATION MAP
TR 571B (700N)
BRIDGE OVER TRIBUTARY
TO NORTH FORK
SECTION 19-07132-00-BR
LONE GROVE ROAD DISTRICT
FAYETTE COUNTY, ILLINOIS

STATE OF ILLINOIS)	RESOLUTION
COUNTY OF FAYETTE)	NO: 2022-05-10-A
RESOLUT	FION
WHEREAS, Fayette County desires to replace the existing the same is crossed by T.R. 571B (700 Ave), six (6) miles the Illinois Department of Transportation as Section 19-07	s west of Farina, Str. No. 026-3254; and known to
WHEREAS, the cost of said improvement has necessitate	ed the use of federal funds; and
WHEREAS, the federal fund source requires a match of lo	ocal funds; and
WHEREAS, the use of federal funds requires a joint funding Department of Transportation; and	ng agreement (AGREEMENT) with the Illinois
NOW THEREFORE, BE IT RESOLVED, that the County (\$65,000), or as much as such sum as may be needed, to aforementioned project known as Section 19-07132-00-BF	match federal funds in the completion of the
BE IT FINALLY RESOLVED, that the Fayette County Boat to execute the above-mentioned AGREEMENT and any or and completion of said project.	•
	Jenny Austin Waggoner, Fayette County Board Champerson
I, Jessica Barker, County Clerk, in and for Fayette County, thereof, as provided by statue, do hereby certify the forego of the resolution approved by the County Board of Fayette day of, 2022	ping to be a true, perfect and complete copy
IN TESTIMONY WHEREOF, I have unto set my hand and	seal, at my office, this day of

(sea!)

Jessica Barker, Fayette County Clerk

JURISDICTIONAL ADDENDUM NO. 4

Fayette County Lone Grove Road District Section 19-07132-00-BR Project No. 8GM5(575)

Item (4) on Page 2 under the section titled *The LPA Agrees* is hereby revised to read "The Road District has current jurisdiction and will continue to retain jurisdiction of the completed improvement".

Highway Commissioner

RESOLUTION NUMBER 2022-05-10-B-1
An resolution establishing the compensation of county officers to be elected in November 2022.
Adopted by the Fayette County Board of the County of Fayette, Illinois This 10th Day of May, 2022

RESOLUTION NO. 2022-05-10-B-1

A RESOLUTION ESTABLISHING THE COMPENSATION OF COUNTY OFFICERS TO BE ELECTED IN NOVEMBER 2022

WHEREAS, pursuant to the provisions of 50 ILCS 145/1, the compensation of the elected officers of the County, which compensation is to be fixed by the County Board, shall be fixed at least 180 days before the beginning of the terms of the officers whose compensation is to be fixed; and

WHEREAS, at the general election, to be held November 8, 2022, a County Clerk, a County Coroner, a County Treasurer, and a Supervisor of Assessment.

NOW THEREFORE, BE IT RESOLVED by the Fayette County Board that the following compensation are hereby adopted for the for the terms of office commencing on December 1,2022:

- 1. That pursuant to the provisions of 55 ILCS 5/4-6001, the salary of the County Clerk, for the term of office commencing on December 1, 2022, shall be as follows:
 - a. For the year commencing December 1, 2022, the sum of \$57,351
 - b. For the year commencing December 1, 2023, the sum of \$57,925
 - c. For the year commencing December 1, 2024, the sum of \$58,504
 - d. For the year commencing December 1, 2025, the sum of \$59,089

In addition, the County Clerk is entitled to a stipend (55 ILCS 5/4-6001), to be paid by the State of Illinois, for additional duties mandated by State Law totaling \$6,500.

- 2. That pursuant to the provisions of 55 ILCS 5/4-6001, the salary of the Supervisor of Assessment, for the term of office commencing on December 1, 2022, shall be as follows:
 - a. For the year commencing December 1, 2022, the sum of \$62,667
 - b. For the year commencing December 1, 2023, the sum of \$63,293
 - c. For the year commencing December 1, 2024, the sum of \$63,926
 - d. For the year commencing December 1, 2025, the sum of \$64,565
- 3. That pursuant to the provisions of 55 ILCS 5/4-6001, the salary of the County Coroner, for the term of office commencing on December 1, 2022, shall be as follows:
 - a. For the year commencing December 1, 2022, the sum of \$30,740
 - b. For the year commencing December 1, 2023, the sum of \$31,047
 - c. For the year commencing December 1, 2024, the sum of \$31,358
 - d. For the year commencing December 1, 2025, the sum of \$31,671

In addition, the County Coroner is entitled to a stipend (55 ILCS 5/4-6002), to be paid by the Illinois Department of Revenue out of the Personal Property Tax Replacement Fund, for additional duties mandated by State Law totaling \$6,500.

- 4. That pursuant to the provisions of 55 ILCS 5/4-6001, the salary of the Treasurer, for the term of office commencing on December 1, 2022, shall be as follows:
 - a. For the year commencing December 1, 2022, the sum of \$57,351
 - b. For the year commencing December 1, 2023, the sum of \$57,925
 - c. For the year commencing December 1, 2024, the sum of \$58,504
 - d. For the year commencing December 1, 2025, the sum of \$59,089

In addition, the Treasurer is entitled to a stipend (55 ILCS 5/3-10007), to be paid by the State of Illinois, for additional duties mandated by State Law totaling \$6,500.

- 5. That pursuant to the provisions of 55 ILCS 5/4-6001, the salary of the Circuit Clerk, for the term of office commencing on December 1, 2024, shall be as follows:
 - a. For the year commencing December 1, 2024, the sum of \$60,842
 - b. For the year commencing December 1, 2025, the sum of \$61,450
 - c. For the year commencing December 1, 2026, the sum of \$62,064
 - d. For the year commencing December 1, 2027, the sum of \$62,684

In addition, the Circuit Clerk is entitled to a stipend (705 ILCS 105/27.3), to be paid by the State of Illinois, for additional duties mandated by State Law totaling \$6,500.

6. That the compensation here and above established shall be paid based on a year commencing December 1st of a year and ending on November 30th of the following year.

PRESENTED, APPROVED and ORDAINED by the Fayette County Board in regular session on May 10, 2022.

er Waggoner, County Board (Wirman

Attest:

Jessica Barker, County Clerk

RESOLUTION NUMBER 2022-05-10-B-2
An resolution establishing the compensation of county officers to be elected in November 2022.
Adopted by the Fayette County Board of the County of Fayette, Illinois This <u>10th</u> day of May, 2022

RESOLUTION NO. 2022-05-10-B-2

A RESOLUTION ESTABLISHING THE COMPENSATION OF COUNTY OFFICERS TO BE ELECTED IN NOVEMBER 2022

WHERE AS, (55 ILCS 5/2-3008) (from Ch. 34, par. 2-3008) allows the determination of compensation of members of county board at the time of its reapportionments coinciding with the national census and further allows that counties may compute compensation on a per diem, annual or combined per diem and annual basis, and

WHERE AS, (55 ILCS 5/2-3008) (from Ch. 34, par. 2-3008) further provides that changes in compensation for County Board Members shall not take effect during the term of the incumbent county board members

WHERE AS, (55 ILCS 5/2-3008) (from Ch. 34, par. 2-3008) further provides that changes in additional compensation for the Chairman of the County Board may be determined at the time of reapportionment, however, shall not take effect during the term of the incumbent county board member, and

WHERE AS, Fayette County Board Members are assigned to Committees to provide oversight to County functions as allowed by law. These Committee meetings are scheduled on a predictable schedule, and

WHERE AS, Fayette County Board Members are assigned to Boards and Committees outside of the county functions to provide representation for Fayette County interests.

NOW THEREFORE, the compensation for Fayette County Board Members shall be as follows:

- 1. Each Fayette County Board Members shall be paid compensation in the form of \$ 50 per diem for attendance and participation in Regular Fayette County Board and Finance Committee Meetings.
- 2. Each Fayette County Board Members shall be paid separate compensation in the form of \$ 40 per diem for attendance and participation in other Committee Meetings and for representing Fayette County on assigned boards and committees of other organizations.
- 3. The Fayette County Board Chairman shall be paid an annual additional compensation of \$500 paid on monthly installments.

FURTHER, the described changes listed above shall not take effect until the new term for each member following the next election.

PRESENTED, APPROVED and ORDAINED by the Fayette County Board in regular session on May 10, 2022.

Jenny (Austin) Waggoner, Chairpers

ATTEST:

essida Barker, County Clerk

Ordinance Number 2022-05-10-C	
An Ordinance approving a budget amendment for obligated arpa funds.	
Adopted by the Fayette County Board of the County of Fayette, Illinois This <u>10th</u> day of May, 2022	

Ordinance No.	2022-05-10-C
OKDINANCE NO.	ZUZZ-UJ-1U-C

AN ORDINANCE APPROVING A BUDGET AMENDMENT FOR OBLIGATED ARPA FUNDS

WHEREAS, the Finance Committee of the Fayette County Board determined the amount of money estimated and deemed necessary to meet and defray the legal liabilities and necessary expenses that were anticipated to be incurred from December 1, 2021 through November 30, 2022, and listed their specific detailed general fund budget and special fund budgets by itemizing county expenditures for the fiscal year ending November 30, 2022; and

WHEREAS, the Fayette County Board concurred with the Finance Committee findings and adopted the Fayette County, Illinois Budget Appropriations and Tax Levy Ordinance for the fiscal year ending November 30, 2022, and

WHEREAS, since the adoption of the Budget Appropriation and Tax Levy Ordinance for the fiscal year ending November 30, 2022 the county in normal course of business has identified required clerical edits and necessary realignments; and

WHEREAS, the County Board sees fit to amend the previously approved Budget Ordinance parts of the Budget Appropriation and Tax Levy Ordinance.

NOW THEREFORE, BE IT ORDAINED by the Fayette County Board that the following recommended Budget amendments to the Budget Ordinance are hereby adopted for the fiscal year ending November 30, 2022.

	General Fund		
Revenue			
Code	Item	Budgeted	Amended
	TRANSFER IN FROM ARPA	\$201,338.00	\$ 183,110.00
Expense			
Code	Item	Budgeted	Amended
055-494-00	EQUIPMENT PURCHASE	\$ 64,000.00	\$141,708.00
	ARPA Fund		
Expense			
Code	Item	Budgeted	Amended
	EMA Boat motor	\$ -	\$ 9,230.00
	EMA radio and vehicle upgrade	\$ -	\$ 5,415.00
	Labor Union Labor inc cost	\$ -	\$ 10,347.00
	Probation Labor inc	\$ -	\$ 8,000.00
	Local Mental Health	\$ -	\$250,000.00
	ARPA GENERAL FUND TRANSFER OUT	\$201,338.00	\$183,110.00

PRESENTED, APPROVED and ORDAINED by the Fayette County Board in regular session on May 10, 2022.

Jenny Waggoner, Chairperson

ATTEST:

Jessica Barker, County Clerk